

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

AMERICAN STEAMSHIP OWNERS MUTUAL
PROTECTION AND INDEMNITY ASSOCIATION, INC.,

Plaintiff,

-against-

ALCOA STEAMSHIP CO., INC., et al.,

Defendants.

04 Civ. 04309 (LAK)(JCF)
(ECF CASE)

DECLARATION OF LISA A. BAUER

Lisa A. Bauer, an attorney duly admitted to practice law in the State of New York, affirms under penalty of perjury as follows:

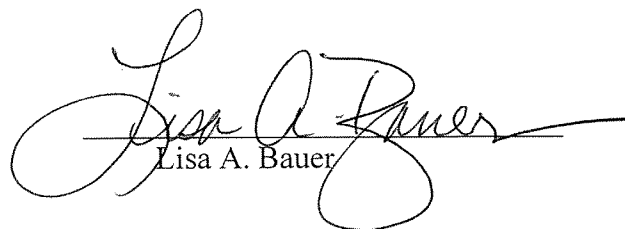
1. I am an associate of the firm Proskauer Rose LLP (“Proskauer”), in New York. As counsel to defendant SEI II Equipment, Inc., f/k/a Shearson Equipment Management Corporation, on behalf of itself and its predecessors including Shearson Equipment Investors I, II, and III (“SEI II”). I am familiar with the facts relevant to this motion.
2. I submit this affirmation pursuant to Local Civil Rule 1.4 in support of Proskauer Rose’s motion for leave to withdraw as counsel for SEI II in this action on the grounds that with respect to the insurance years of its membership in the American Club, SEI II has stipulated to be irrevocably bound (a) by the final decisions of this Court, after appeals, with respect to the claims and defenses of all parties adjudicated in this action, or in the alternative (b) by the terms of any final settlement agreement entered into by all of the defendants which have

actively prosecuted their claims and defenses in this action and which settlement terminates this action. (*See* Ex. 1, so ordered on October 21, 2005).

3. The stipulation further states that SEI II will be bound by any judgment or settlement in the New York proceedings only proportionally to SEI II's percentage of premiums paid to the American Club and only with regard to the years that SEI II was a member of the American Club (1985-1988). Unless otherwise requested, in writing, SEI II need not make further appearance or serve or file any additional pleadings, and SEI II's failure to do so will not be deemed a default. Also, SEI II may be deleted from all service lists and no pleadings or notices need be served by any party upon SEI II. However, SEI II has agreed to respond to discovery served upon it by any other party to this actions, reserving all proper objections thereto it may have.
4. All counsel in this action were notified regarding the stipulation and notice of motion to withdraw as co-counsel; and to date, no objections have been received.
5. SEI II consents to this withdrawal by Proskauer because it no longer wishes to incur legal fees related to this action and sees no need for outside representation in accordance with the terms of the stipulation.
6. No prior application for the same or similar relief sought herein has been made to this or any other court.

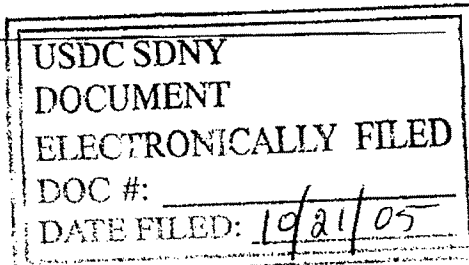
WHEREFORE, Proskauer respectfully requests that the instant application to withdraw as co-counsel for SEI II be granted in all respects and for such other and further relief as this court may deem necessary, just and proper.

November 7, 2005
New York, New York



Lisa A. Bauer

Exhibit 1



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

AMERICAN STEAMSHIP OWNERS MUTUAL
PROTECTION AND INDEMNITY
ASSOCIATION, INC.,

04 Civ. 04309 (LAK) (JCF)

Plaintiff,

-against-

ALCOA STEAMSHIP CO., INC. and the Other
Entities Listed on Exhibit A to Second Amended
Complaint,

STIPULATION BY
SEI II EQUIPMENT INC.,
TO BE BOUND
BY THE FINAL
DECISIONS OF THIS
COURT OR THE FINAL
SETTLEMENT OF THE
PARTIES

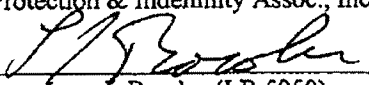
Defendants.

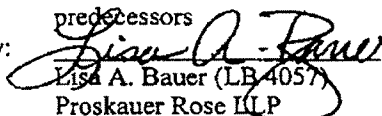
IT IS HEREBY STIPULATED AND AGREED by and between plaintiff, American Steamship Owners Mutual Protection and Indemnity Association, Inc. (the "American Club") and defendant, SEI II Equipment, Inc., f/k/a Shearson Equipment Management Corporation, on behalf of itself and its predecessors including Shearson Equipment Investors I, II and III ("SEI II"), through their respective counsel, as follows:

1. SEI II was a member of the American Club in various Insurance Years before February 20, 1989.
2. In consideration of the following provisions, and solely with respect to the insurance years of its membership in the American Club, SEI II hereby agrees to be irrevocably bound (a) by the final decisions of this Court, after appeals, if any, with respect to the claims and defenses of all parties adjudicated in this action, or, in the alternative (b) by the terms of any final settlement agreement entered into by all of the defendants which have actively prosecuted their claims and defenses in this action and which settlement terminates this action.

3. SEI II will be bound by any judgment or settlement in the New York proceedings only proportionally to SEI II's percentage of premiums paid to the American Club and only with regard to the years that SEI II was a member of the American Club (1985-1988).
4. Unless otherwise requested, in writing, SEI II need not make a further appearance herein or serve or file any additional pleadings, and SEI II's failure to do so will not be deemed a default.
5. SEI II may be deleted from all service lists herein and no pleadings or notices need be served by any party upon SEI II.
6. SEI II agrees to respond to discovery served upon it by any other party to this action, reserving all proper objections thereto it may have.
7. SEI II will be notified of the final resolution of this action.
8. SEI II agrees that this Court has personal jurisdiction over it in this action and that this Stipulation may be enforced against it by this Court.
9. All defendants who have appeared in this action have been given notice of this Stipulation and an opportunity to object thereto; and to date, no objections have been received.

Dated: October 6, 2005
New York, New York

American Steamship Owners Mutual
Protection & Indemnity Assoc., Inc.
By: 
Lawrence J. Bowles (LB 5950)
Nourse & Bowles, LLP
One Exchange Plaza
New York, New York 10006
(212) 952-6200
(212) 952-0345
lbowles@nb-ny.com

SEI II Equipment, Inc., on
behalf of itself and its
predecessors
By: 
Lisa A. Bauer (LB 4057)
Proskauer Rose LLP
1585 Broadway
New York, New York 10036
(212) 969-3000
(212) 969-2900 (fax)
lbauer@proskauer.com

SO ORDERED:



10/21/05 U.S.D.J.